

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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Section 2 - Commodity or Services Schedule**SCHEDULE OF SUPPLIES/SERVICES**

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Field Investigative Services in support of the Bureau of ATF Multiple Basic Ordering Agreements will be awarded, as a result of this solicitation.	1.000000	LT	\$ _____	\$ _____

Section B Supplies or Services and Prices/Costs

As a result of this solicitation, multiple Basic Ordering Agreements (BOA) will be awarded, in accordance with the terms and conditions and the requirements in the Federal Business Opportunities (FBO) Request for Proposal (RFP).

Section 3 - Contract Clauses

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions--Commercial Items (Feb 2012)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far

Clause	Title
52.243-1	Changes--Fixed Price (Aug 1987)
52.233-1	Disputes (July 2002)
52.212-4	Contract Terms and Conditions--Commercial Items (Feb 2012)
52.204-7	Central Contractor Registration (Dec 2012)
52.204-2	Security Requirements (Aug 1996)

Clauses by Full Text

ATF-04 BACKGROUND INVESTIGATION (BI) REQUIREMENTS

BACKGROUND INVESTIGATION REQUIREMENTS *(Revised December 13, 2012)*

May 2010

Personnel Security Requirements

The Contractor shall be responsible for ensuring that all Contractor employees assigned hereunder shall undergo a background investigation or other applicable personnel security procedures to determine their suitability for access to ATF information, information technology systems, and/or facilities. For the purpose of this contract, the term background investigation will be utilized to also reference other personnel security procedures that may be applied in lieu of a full background investigation.

The background investigation will be conducted by or under the auspices of the Personnel Security Branch, Office of Professional Responsibility and Security Operations, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). It is the responsibility of the Con-

tractor to provide the necessary personnel suitability and security package in a timely manner, through the assigned Contracting Officer's Representative (COR), to ATF's Personnel Security Branch (PSB) so that a background investigation can be conducted.

The Contractor shall screen and review each potential Contractor employee and ensure that each potential Contractor employee to be assigned to this contract possess a personal history that is in compliance with Department of Justice (DOJ) and ATF agency specific qualifications and will permit each employee to successfully pass a background investigation conducted by the ATF. The Contractor shall not submit a personnel suitability and security package to the COR until the Contractor has screened the following aspects of each potential Contractor employee's personal history:

1. Criminal conduct
2. Financial responsibility
3. Drug use
4. Employment history
5. Employment eligibility
6. Selective Service registration, if applicable
7. U.S. Residency
8. Country of citizenship

During the Contractor's review of each potential Contractor employee's personal history, the Contractor is required to review each potential Contractor employee's personnel suitability and security package to ensure the forms are fully complete, signed, and dated.

Prior to submitting a personnel suitability and security package, the Contractor shall utilize E-Verify to verify the employment eligibility of all Contractor employees, regardless of citizenship status. The Contractor will not submit a personnel suitability and security package when employment eligibility cannot be verified. The Contractor can register for E-Verify on-line at <https://www.vis-dhs.com/employerregistration/>. This website provides instructions for completing a Memorandum of Understanding required for official registration. Contractors requesting additional information about the program can visit the E-Verify website at www.dhs.gov/E-Verify or call the E-Verify program office at 1-888-464-4218.

The Contractor must submit a copy of a tentative employment offer with the personnel suitability and security package when it is submitted on a potential Contractor employee.

The Contractor is hereby advised that a background investigation may take sixty (60) days or more to complete, depending on the complexity of the background investigation. The Contractor is encouraged to fill all positions with employees who have recently been the subject of a Federal background investigation.

At the conclusion of the background investigation, the Personnel Security Branch will make a favorable or unfavorable determination and advise the COTR and the Contracting Officer (CO). The CO or the COR is responsible for advising the Contractor of ATF's determination.

Contractor employees are not authorized to access ATF proprietary information, information technology systems, and/or facilities, until a favorable determination has been made by the Personnel Security Branch in accordance with agency specific qualifications, DOJ policy, Federal suitability, and/or adjudicative guidelines.

All background investigations will be adjudicated applying the suitability standards under 5 CFR, part 731, as well as the following DOJ policy and ATF agency specific qualifications:

(1) DOJ Residency Requirement. Immediately prior to gaining access to ATF information, information technology systems, and/or facilities the PSB staff ensures all Contractor employees have:

- (a) Resided in the United States for three (3) out of the last five (5) years; and/or
- (b) Worked for the United States in a foreign country in a Federal or military capacity for three (3) out of the last five (5) years; and/or
- (c) Been a dependent of a Federal or military employee in a foreign country for three (3) out of the last five (5) years.

(2) Allied Nations List. Contractor employees that only require access to ATF facilities must be United States citizens or foreign nationals legally permitted to reside in the United States. Their country of citizenship must be listed on the Allied Nations list published by the Department of State, Office of the Assistant Legal Advisor for Treaty Affairs. Since countries on this list are subject to

change, refer to the following website for current information: <http://www.state.gov/s/l/treaty/collectivedefense/>.

- (3) **Drug Policy.** ATF Drug Policy for ATF Applicants, is applied. The PSB ensures that ATF Contractor employees are compliant with the policy prior to authorizing access to ATF information, information technology systems, and/or facilities.
- (4) **Selective Service.** PSB will verify that all laws of the Selective Service are adhered to.
- (5) **Financial Responsibilities.** The PSB ensures compliance with DOJ guidance surrounding financial obligations.
 - (a) **Public Trust Positions -** All financial obligations imposed by law must be favorably resolved through proof of payment and/or participation in a payment plan. For all other debt-related issues a risk management decision may be made in lieu of requiring payment or a payment plan. (Depending upon the position and debt history, PSB may require proof of payment and/or participation in a payment plan for financial delinquencies that are not imposed by law.)
 - (b) **National Security Positions –** All delinquent financial obligations, even those not imposed by law, must be favorably resolved through proof of payment, and/or participation in a payment plan, or otherwise resolved.
- (6) **Foreign Nationals Accessing Information Technology Systems.** DOJ Order 2640.2F Information Technology Security, states non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems.
- (7) **Homeland Security Presidential Directive 12.** The PSB will conduct Personal Identity Verification to confirm the identity of the Contractor employee. Contractor employees must personally present two forms of identification in original form prior to accessing ATF information, information technology systems, and/or facilities. At least one document must be a valid State or Federal government-issued picture ID.

In the event a contract employee is found to be non-compliant with the agency specific qualifications, PSB will notify the COR and the CO. The request for investigation will be terminated and the contractor may be requested to submit another name and complete personnel suitability and security package. Additional agency specific qualifications may be implemented without notice to the Contractor.

Denial or Disapproval of Access to ATF Information, Information Technology Systems, and/or Facilities

In the event that a Contractor employee is denied or disapproved for access to ATF information, information technology systems, and/or facilities due to issues found during the background investigation, the Personnel Security Branch will notify the COR and the CO. The contractor may be requested to submit another name and complete personnel suitability and security package.

Freedom of Information Act Requests

Once a determination has been made by the PSB, a Contractor employee may receive a copy of his/her background investigative file by submitting a written Freedom of Information Act request. The request must be addressed to the Disclosure Division, Bureau of Alcohol, Tobacco, Firearms and Explosives, 99 New York Avenue, NE, Suite 1E-400, Washington, DC 20226. It is the responsibility of the Contractor employee to assume all monetary liabilities associated with such request.

Police Check Inquiries

In those instances where the Contractor believes that its employees will not need unescorted access to ATF facilities, or access to any ATF proprietary information, data or information technology systems, the Contractor shall notify the COR. The COR will then apprise ATF's PSB of the Contractor's initial determination, citing the reasons thereof. The PSB, in consultation with the COR or the CO, will make the final determination as to whether or not the Contractor employee will need to undergo a background investigation. The nature and specific degree of background investigation will be determined by the PSB, depending upon the nature and degree of risk associated with the contract position. When ATF's PSB determines that the Contractor will require escorted access to ATF facilities, and/or ATF construction sites, or will only be provided with access to ATF non-sensitive information, the Contractor employee must undergo a criminal history check. The Physical Security Programs Branch or the respective field division/office is responsible for conducting the criminal history check and making the favorable or unfavorable determination.

Access to Classified National Security Information

In the event the Contractor employee requires access to classified National Security Information (NSI), in order to fulfill contractual requirements, the COR or the CO must contact the PSB. The PSB will assess the requirements and make a determination if access to NSI is required at the Confidential, Secret, or Top Secret level (which may or may not include access to Sensitive Compartmented Information. If the PSB determines that access to NSI is required, the contract must be modified to incorporate the requirements of the National Industrial Security Program (NISP). The PSB will provide additional personnel security language to the CO and coordinate all additional personnel security requirements of the NISP with the COR.

(End of Clause)

ATF-04A2 CLASSIFIED TOP SECURITY (TS) (Exception/Addendum)

CLASSIFIED TOP SECRET (TS) *(Exception/Addendum) (April 2, 2008)*

I. Security Requirements

- (a) This language serves as an addendum to the current security language contained within the existing contract. The purpose of the additional language is to implement National Industrial Security Program (NISP) requirements.
- (b) The work to be performed under this contract amendment will involve potential access to classified materials [National Security Information (NSI)] at the Top Secret level.
- (c) The Contractor shall comply with the National Industrial Security Program Operating Manual (NISPOM) for all work performed under this contract that involves access to classified materials.
- (d) Duplication or disclosure of the data and other information to which the Contractor may have access as a result of this contract is prohibited by Public Law and is subject to criminal penalties.
- (e) For the purposes of this amendment, the definition of Security Program Manager (SPM) staff is the Personnel Security Branch.

II. Contractor Facility

The Contractor shall possess a Defense Industrial Security Clearance Office (DISCO) Defense Industrial Security Clearance Facility Code and a Top Secret Facility Clearance to fully perform this contract. The Contractor must provide proof of maintenance of the Facility Clearance requirement to the Contracting Officer on an annual basis.

III. Contractor Personnel

- (a) The type of security investigation required will be governed by the type of materials made available to the Contractor personnel. Contractor personnel that require access to classified materials will be processed through the NISP.
- (b) The Contractor will not be permitted to commence performance under this contract amendment until a sufficient number of its personnel, as determined by the Contracting Officer's Representative (COR) and SPM staff, have received requisite NSI Clearances.

IV. Access to Classified Materials

(a) Contractor personnel requiring access to classified materials will be categorized as Critical Sensitive and will require access to Top Secret NSI.

(b) Any non-US citizen shall not be authorized to access or assist in the development, operation, management, or maintenance of Department IT systems, unless a waiver has been granted by the Head of the Component, with the concurrence of them DOS and the CIO.

(c) Immediately after contract amendment, the Contractor s Facility Security Officer shall furnish to the COR and SPM staff, a list of all personnel proposed to work under this contract. The list shall include for each individual:

(1) Complete name;

(2) Social security number;

(3) Date of birth; and

(4) Type of security clearance.

(c) The Contractor s Facility Security Officer shall provide Letters of Consent on each individual and a letter validating each individual s clearance to the SPM staff. The Contractor shall update this information as individuals are added or deleted from the contract.

V. Adjudication Standards

(a) Prior to adhering to the requirements of the NISP, the Contractor shall submit a copy of the completed personnel security package to the SPM staff to ensure compliance with the DOJ and ATF agency specific qualifications specified in the standard personnel security language.

(b) In the event a contractor employee is not in compliance with the agency specific qualifications, the SPM staff will notify the COR and CO. The Contractor will provide be required to submit another name and personnel security package following the above guidelines.

(End of Clause)

ATF-10 CONTRACTOR-ACQUIRED INSURANCE REQUIREMENTS

CONTRACTOR-ACQUIRED INSURANCE REQUIREMENTS. (July 19, 2007)

In accordance with the clause entitled "Insurance - Work on a Government Installation" in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract: (a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(a). (b) General liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(b). (c) Automobile liability. The contractor shall as a minimum, meet the requirements specified at FAR 28.307-2(c).

(End of Clause)

ATF-11 ATF IDENTIFICATION (ID) MEDIA

ATF IDENTIFICATION (ID) MEDIA (Revised April 3, 2008)

Contractor personnel who successfully complete the background investigation will be issued ATF Identification (ID) MEDIA and those assigned to provide services in the ATF Headquarters building or other ATF facilities will be issued an electronic access card.

ID Media and Access Control Cards are the property of the United States Government (ATF) and must be accounted for at all times. It is the responsibility of the contract manager and the Contracting Officer's Representative (COR) to ensure that the ID Media and access card of any employee who leaves the contract is recovered and immediately returned and forwarded or delivered to the ATF Physical Security Programs Branch.

If ID MEDIA or access cards are lost, stolen, or not recovered, the contractor is liable for replacement costs. In addition, payroll, or other monies due individuals may be held until ID media is returned or otherwise accounted for by separating individuals, or the result of an appropriate investigation. The COR shall initiate appropriate loss/theft reports to document the event. Copies of the required reports shall be provided to the Physical Security Programs Branch and the Office of Inspection.

(End of Clause)

ATF-12 NON-US CITIZENS PROHIBITED FROM ACCESS TO DOJ INFORMATION TECHNOLOGY (IT) SYSTEMS

NON-US CITIZENS PROHIBITED FROM ACCESS TO DOJ INFORMATION TECHNOLOGY (IT) SYSTEMS. *(Revised May 31, 2007)*

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ Information Technology (IT) system. By signing the contract or commitment document, the contractor agrees to this restriction.

In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.

Financial Responsibility: Contractor employees who have delinquent unpaid debt may be required to provide proof of payment and/or proof of participation in a payment plan. If this documentation cannot be provided, the Contractor employee's background investigation may be terminated and/or access to ATF facilities, proprietary information and data, including automated information systems, without being offered an opportunity to mitigate the information.

A contractor employee who is in direct violation of a policy established, by DOJ or ATF may be denied access to ATF facilities, proprietary information and data, including automated information systems, without being offered an opportunity to mitigate the information.

(End of Clause)

ATF-14 ELECTRONIC INVOICING

ELECTRONIC INVOICING *(Revised October 27, 2008)*

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) encourages contractors to invoice electronically. Invoicing electronically saves time, money, and physical storage space for both the Government and the contractor.

Each invoice must be a proper invoice in accordance with Federal Acquisition Regulations (FAR) 32.905(b). The contractor may submit a combined invoice with each ATF contract/order number. The invoice must clearly identify the specific Contract Line Item

(CLIN) or item number for which the contractor is seeking payment under the contract/order. If the invoice covers multiple CLINs or item numbers, the invoice must clearly identify specific amounts and activity applicable to each.

Electronic invoices must be submitted to the ATF Contracting Officer's Representative (COR)/POC named in Section G of this contract and Financial Management Division (FMD), Finance.Branch@ATF.gov. Electronic invoices will serve as the official original copy. The e-mail subject line must contain the name of the ATF COR/POC named in Section G of the obligation document, the Order/Award number, the Invoice number and Vendor name (*i.e.*: John Doe_DJAXXXXXXXXXX_Invoice #xxx_ABC, Inc.). ATF will return to the vendor any invoices that do not contain the correct subject line information.

Contractors who are unable to submit electronic invoices may mail their invoices to the COR/POC named in Section G of this contract and FMD address provided below:

Bureau of Alcohol, Tobacco, Firearms & Explosives
Attn: Finance Branch EXPEDITE CONTRACT INVOICE
99 New York Avenue, NE
Mail Drop 4S-288
Washington, DC 20226

(End of Clause)

ATF-17 NOTICE TO THE GOVERNMENT OF DELAYS

NOTICE TO THE GOVERNMENT OF DELAYS *(Revised July 19, 2007)*

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the contract, the Contractor shall immediately notify the Contracting Officer and the Contracting Officer's Representative COR(s), in writing, giving pertinent details; provided, however, that this date shall be information only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

(End of Clause)

ATF-18 REQUIREMENTS FOR ACCESS TO LAW ENFORCEMENT SENSITIVE INFORMATION

REQUIREMENTS FOR ACCESS TO LAW ENFORCEMENT SENSITIVE INFORMATION *(Revised July 19, 2007)*

(a) Duplication or disclosure of the data and other information to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of this contract, the Contractor will have access to confidential and sensitive data, which is either the sole property of the Government or is the sole property of other than the contracting parties. The Contractor and its subcontractor(s) (*if any*) agree to maintain the confidentiality of all data to which access may be gained throughout the contract performance, whether title thereto vests in the Government or otherwise. The Contractor and its subcontractor(s) (*if any*) agree to not disclose said data, any interpretations and/or translations thereof, or data derivatives, to unauthorized parties in contravention of these provisions, without the prior written approval of the Contracting Officer or the party in which title thereto is wholly vested. Subcontractors are subject to the same stipulations and may be held responsible for any violations of confidentiality.

(b) The Contractor agrees that each Contractor employee, prior to and as a pre-condition for employment relating to the subject matter of this order, will be required to execute a Nondisclosure Agreement as provided. The Contractor shall provide the Contracting Officer with the original copy of this form signed by each employee prior to the employee's start date on the contract.

(End of Clause)

ATF-19 AUTHORITY TO OBLIGATE THE GOVERNMENT

AUTHORITY TO OBLIGATE THE GOVERNMENT *(Revised July 19, 2007)*

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

(End of Clause)

ATF-20 GOVERNMENT FURNISHED PROPERTY AND SERVICES

GOVERNMENT FURNISHED PROPERTY AND SERVICES *(Revised July 19, 2007)*

- a) The Government may furnish the Contractor property, services or information when doing so would be in the best interest of the Government. Government furnished property services/information will be specified on each order and/or contract.
- b) Request for Government property will be approved by the Contracting Officer or the Contracting Officer's Technical Representative.
- c) Computer hardware and software used to develop, design, validate or maintain supported systems and functional requirements will normally be provided to the contractor by the Government for use at the Government site.
- d) The Government may provide the contractor with information, documents, etc. which may be required for the contractor to successfully perform the work as outlined in the contract when it is determined that such is necessary.

(End of Clause)

ATF-21 ALL ITEMS TO BECOME THE PROPERTY OF THE GOVERNMENT

ALL ITEMS TO BECOME THE PROPERTY OF THE GOVERNMENT *(Revised July 19, 2007)*

Title to all source data and materials furnished by the Government, together with all plans, designs, reports, materials, programs and documentation thereof and all other items pertaining to the work and services to be performed under orders pursuant to this contract shall become and remain with the Government upon completion. The Government shall have the full right to use each of these for its purposes without compensation or approval on the part of the Contractor. The Government shall have access to and the right to make copies of the above mentioned items. All proprietary information, programs, etc. shall be indicated as such in the Contractor's proposal. The identification of information, programs, etc. as proprietary or confidential is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. The offeror is advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

(End of Clause)

ATF-22 CONFIDENTIALITY OF INFORMATION AND DISCLOSURE

CONFIDENTIALITY OF INFORMATION AND DISCLOSURE *(Revised April 3, 2008)*

The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, e.g., on a need to know basis. There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval from the Contracting Officer. No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer. The Contractor is prohibited from releasing to any source, other than the sponsoring activity, any interim, draft and final reports or information pertaining to services performed under this contract until report approval or official review has been obtained. Furthermore, the contractor shall insure that the cover of all interim, draft and final reports contain the following statement: "The view, opinions, and/or findings contained in this report are those of the author(s) and should not be construed as an official Government position, policy or decision, unless so designated by other documentation."

The Contractor agrees to immediately notify in writing the Contracting Officer named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(a) Confidential information, as used in this clause, means (1) information or data of a personal nature proprietary about an individual, or (2) information or data submitted by or pertaining to an institution or organization, or (3) information or data pertaining to a law enforcement investigation or operation.

(b) In addition to the types of confidential information described in (a) (1), (2) and (3) above, information which might require special consideration with regard to the timing of its disclosure such as draft budget and strategic plans, studies or research, audits, etc.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the Disputes clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of the disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution, or organization. Confidential information, as defined in (a)(3) shall not be disclosed without the prior written consent of the Bureau of Alcohol, Tobacco, Firearms & Explosives (ATF).

(f) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

(g) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State, or local laws.

(End of Clause)

ATF-23 PRIVACY OR SECURITY SAFEGUARDS

PRIVACY OR SECURITY SAFEGUARDS *(August 1, 2007)*

(a) The details of any and all safeguards that the Contractor may design or develop under this contract shall become and shall remain the property of the Government and shall not be published or disclosed in any manner without the expressed written consent of the Government.

(b) The details of any and all safeguards that may be revealed to the Contractor by the Government in the course of performing under this contract shall not be published or disclosed in any manner without the expressed written consent of the Government.

(c) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and databases for the purpose of carrying out a program of inspection to ensure continued efficiency and efficacy of safeguards against threats and hazards to data security, integrity, and confidentiality.

(d) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party. Mutual agreement shall then be reached on changes or corrections to existing safeguards or institution of new safeguards, with final determination or appropriateness being made by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, and the Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

(End of Clause)

ATF-24 COMPUTER SECURITY

COMPUTER SECURITY *(Revised August 17, 2010)*

(a) The Contractor is responsible for briefing their staff on accountability, system security requirements and sound security practices. All contractors will be briefed by the Contracting Officer's Representative (COR) on and must comply with US Department of Justice and ATF's Information Systems Security Directives. Each contractor assigned under this contract are required to sign the Certification Statements, indicating the individual has read and will comply with the order or directives.

(b) The Contractor will ensure that all departing contractor employees turn in their identification cards, keys, programs, data files, etc. within their possession. The Contractor will certify to the Contracting officer that the hard disk drives of any workstations and/or laptops used by their departing employees have been purged of all Government information, unless such equipment is reassigned to another employee on this contract. Additionally, the COR will notify the Information Services Division Operations Systems Branch when a contractor is departing so that his/her access can be removed from all information systems accesses that they were assigned as a user.

(c) At the termination of this contract, the Contractor shall certify in writing that all Government information has been cleared and purged from all contractor-owned equipment and electronic storage media. Government information on electronic media includes any data remanence from temporary file storage during processing.

(d) If system development, maintenance, or enhancements are performed as part of this contract, the Contractor will comply with ATF Information Systems Security Office policy and procedures to ensure the work being performed meets the minimum-security requirements. Contact the Information Systems Security Office at 202-648-9510, for the current policy and procedures.

COMPUTER SECURITY TRAINING

All contractor employees must complete operations security training, presented by ATF, after contract award. The time and location of this training will be scheduled by ATF. Computer Security Awareness Training, presented by ATF, shall be completed on a yearly basis.

ATF reserves the right to limit or deny access of contractor employees to ATF information, services or systems in the event of a breach of this clause, or of any ATF, Department of Justice or other applicable law, regulation or policy.

(End of Clause)

ATF-25 OBSERVANCE OF LEGAL HOLIDAYS / FEDERAL NON-WORK DAYS

OBSERVANCE OF LEGAL HOLIDAYS / FEDERAL NON-WORK DAYS *(Revised March 24, 2008)*

The following Federal Holidays are observed by ATF: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. There are certain types of irregularly occurring circumstances that prompt the Government to close its offices where Contractor personnel are working, either on a national or local basis (i.e. bomb threats, inclement weather, power outages, death of national figures, holidays declared by Presidential order, or funding lapses). Contractor staff shall not work if the Government is closed unless the **CO** has given prior approval. Non-work due to the Government closing its facility(ies) is not an expense directly reimbursable to the Contractor. However, in those rare instances when the Government operations are curtailed for the balance of a workday that has already commenced, the Contractor may bill for the balance of the scheduled workday with the written acknowledgement of the Contracting Officer's Representative (**COR**) and final approval of the **ACO**.

(End of Clause)

ATF-26 SECURITY OF SYSTEMS AND DATA, INCLUDING PERSONALLY IDENTIFIABLE INFORMATION (PII)

SECURITY OF SYSTEMS AND DATA, INCLUDING PERSONALLY IDENTIFIABLE DATA (PII) *(Revised May 22, 2008)*

a. Systems Security

The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice (DOJ) systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by the Of-

Office of Management and Budget [OMB] and the National Institute of Standards and Technology [NIST]), DOJ IT Security Standards, DOJ Order 2640.2E, and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) Order 7250.1. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ/ATF, Federal Information Security Management Act (FISMA) data reviews, and access by the Department's Office of the Inspector General for its reviews.

The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FIPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ/ATF Information Technology (IT) Security policy requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work;

b. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one (1) hour of discovery) report the breach to the DOJ CO and the contracting officer's representative (COR).

If the data breach occurs outside of regular business hours and/or neither the CO nor the COR can be reached, the contractor shall contact the Bureau of ATF's, Office of Science and Technology (OST) Help Desk at 1-877-875-3723 within one (1) hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

c. Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with ATF's OST Information Systems Security Office, and shall not proceed until ATF has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of ATF. The contractor assumes full responsibility for

taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

d. Pass-through of Security Requirements to Subcontractors

The requirements set forth in Paragraphs a through c above apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

(End of Clause)

ATF-29 STATEMENT OF WORK / SPECIFICATIONS (Continued)

STATEMENT OF WORK / SPECIFICATIONS (Continued) (March 23, 2009)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work (SOW) / Specifications and all Section J attachments (as applicable).

(End of Clause)

ATF-35 52.232-99, Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

**52.232-99 - PROVIDING ACCELERATED PAYMENT TO
SMALL BUSINESS SUBCONTRACTORS
(DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, *Providing Prompt Payment to Small Business Subcontractors*, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

End of Clause

Section H Special Contract Requirements (ATF & DOJ Clauses)

ATF04A2 CLASSIFIED TOP SECRET (TS) (*Exception/Addendum*) (*April 2, 2008*)*I. Security Requirements*

- (a) This language serves as an addendum to the current security language contained within the existing contract. The purpose of the additional language is to implement National Industrial Security Program (NISP) requirements.
- (b) The work to be performed under this contract amendment will involve potential access to classified materials [National Security Information (NSI)] at the Top Secret level.
- (c) The Contractor shall comply with the National Industrial Security Program Operating Manual (NISPOM) for all work performed under this contract that involves access to classified materials.
- (d) Duplication or disclosure of the data and other information to which the Contractor may have access as a result of this contract is prohibited by Public Law and is subject to criminal penalties.
- (e) For the purposes of this amendment, the definition of Security Program Manager (SPM) staff is the Personnel Security Branch.

II. Contractor Facility

The Contractor shall possess a Defense Industrial Security Clearance Office (DISCO) Defense Industrial Security Clearance Facility Code and a Top Secret Facility Clearance to fully perform this contract. The Contractor must provide proof of maintenance of the Facility Clearance requirement to the Contracting Officer on an annual basis.

III. Contractor Personnel

- (a) The type of security investigation required will be governed by the type of materials made available to the Contractor personnel. Contractor personnel that require access to classified materials will be processed through the NISP.
- (b) The Contractor will not be permitted to commence performance under this contract amendment until a sufficient number of its personnel, as determined by the Contracting Officer's Representative (COR) and SPM staff, have received requisite NSI Clearances.

IV. Access to Classified Materials

- (a) Contractor personnel requiring access to classified materials will be categorized as Critical Sensitive and will require access to Top Secret NSI.
- (b) Any non-US citizen shall not be authorized to access or assist in the development, operation, management, or maintenance of Department IT systems, unless a waiver has been granted by the Head of the Component, with the concurrence of them DOS and the CIO.
- (c) Immediately after contract amendment, the Contractor's Facility Security Officer shall furnish to the COR and SPM staff, a list of all personnel proposed to work under this contract. The list shall include for each individual:

- (1) Complete name;
- (2) Social security number;

(3) Date of birth; and

(4) Type of security clearance.

(d) The Contractor's Facility Security Officer shall provide Letters of Consent on each individual and a letter validating each individual's clearance to the SPM staff. The Contractor shall update this information as individuals are added or deleted from the contract.

(e) Contractor employees are required to take ATF's online course entitled "Introduction to National Security Information" on an annual basis. Failure to complete the aforementioned course within the allotted timeframe could result in the termination of the Contractor employee.

V. Adjudication Standards

(a) Prior to adhering to the requirements of the NISP, the Contractor shall submit a copy of the completed personnel security package to the SPM staff to ensure compliance with the DOJ and ATF agency specific qualifications specified in the standard personnel security language.

(b) In the event a contractor employee is not in compliance with the agency specific qualifications, the SPM staff will notify the COR and CO. The Contractor will be required to submit another name and personnel security package following the above guidelines.

(End of Clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to the end of the BOA.

(End of clause)

[END OF ADDENDUM TO FAR 52.212-4]

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Jan 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

__Alternate I (Aug 2007) of 52.222-50 (22 U.S.C.7104(g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

X(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.).

X(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

X(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

__ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (11) [Reserved]

X(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

X(14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

__ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Oct 2001) of 52.219-9.

__ (iii) Alternate II (Oct 2001) of 52.219-9.

__ (iv) Alternate III (Jul 2010) of 52.219-9.

__ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

X(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

__ (ii) Alternate I (June 2003) of 52.219-23.

__ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

__ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

__(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

__(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

X(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X(27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

X(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X(29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

X(30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

X(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X(32) 52.222-37, Employment Reports on Veterans, (Sep 2010) (38 U.S.C. 4212).

__(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__(34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.).

__(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA--Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.).

__(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.).

__(36) 52.223-15, Energy Efficiency in Energy Consuming Products (Dec 2007) (42 U.S.C. 8259b).

__(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

__(ii) Alternate I (Dec 2007) of 52.223-16.

X(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

__(39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__(40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__(ii) Alternate I (Mar 2012) of 52.225-3.

__(iii) Alternate II (Mar 2012) of 52.225-3.

__(iv) Alternate III (Nov 2012) of 52.225-3.

__(41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X(42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C.5150).

__(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f),10 U.S.C. 2307(f)).

__(46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f),10 U.S.C. 2307(f)).

X(47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003)(31 U.S.C. 3332).

__(48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

__(49) 52.232-36, Payment by Third Party (Feb 2010)(31 U.S.C. 3332).

__(50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__(51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx. 1241(b) and 10

U.S.C. 2631).

___(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___(4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services -- Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___(7) 52.222-17, Non-displacement of Qualified Workers (Jan 2013) (E.O.13495).

___(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___(9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Non-displacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C.7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009)(41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Section 4 - List of Attachments

Exhibits and Attachments

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Section J List of Documents, Exhibits and Other Attachments

Attachment - Statement of Work

Section 5 - Solicitation Provisions

Provisions By Reference

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov/far

Clause	Title
52.225-25	Prohibition on Contracting With Entities Engaging in Sanctioned Activities Relating to Iran - Representation and Certification (Dec 2012)

Provisions by Full Text

52.209-5 Certification Regarding Responsibility Matters (Apr 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ___, have not ___, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manger; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a hybrid firm-fixed price basic ordering agreements (BOA) with cost reimbursement for travel and other direct costs contract resulting from this solicitation.

(End of provision)

ATF-33 Representation Regarding Felony Conviction Under Any Federal law or Unpaid Delinquent Tax Liability (Deviation 2012-02) (January 2012)

(a) In accordance with sections 543 and 544 of Title V, Division B of the Further Continuing Appropriations Act, 2012 (Pub. L. 112-55), none of the funds made available by that Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with a corporation –

(1) Convicted of a felony criminal violation of any Federal law within the preceding 24 months, unless an agency has considered suspension and debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or

(2) With any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, *unless* an agency has considered suspension and disbarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The offeror represents that, as of the date of this offer -

(1) The offeror is () is not () a corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months; and

(2) The offeror is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of Provision)

52.212-3 Offer Representations and Certifications -- Commercial Items (Dec 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation," as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology" --

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically --
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any

publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (See FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ___ is, ___ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]* The offeror represents that--

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:_____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that--

(i) It ___ is, ___ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ___ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either--

(A) It ___ is, ___ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ___ has, ___ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____]*

_____.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ___ is, ___ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern or concerns that are participating in the HUBZone joint venture [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246--(1) Previous Contracts and Compliance.* The offeror represents that--

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

--

[List as necessary]

(3) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.* (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. § 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

___(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

___(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ___In the United States (Check this box if the total anticipated price of the offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ___Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

___ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ___ does ___ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

___ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ___ does ___ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(5) *Common parent.*

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations--

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror --

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if --

- (i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.212-2 Evaluation - Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

SEE FBO NOTICE

Technical and past performance, when combined, are SEE FBO NOTICE

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)